# UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF WASHINGTON

In re: Layne C Fuell		Case No.
Layne	e C Fueil	CHAPTER 13 PLAN
		CHAITER 13 I EAN
		X Original AMENDED
	Debtor(s).	Date: August 13, 2018
I.	Disclosure of Nonstandard Provisions and	l Plan's Modification of Secured Debt:
		(1.1)
	A. Does this plan contain any nonstandard p Yes	provisions (cneck one)?
	X No	
		red claim based on a valuation of the collateral for the claim
	(check one)?	
	Yes	
	X No	l' (1 1 )0
	C. Does this plan avoid a security interest or	lien (check one)?
	Yes No	
If the I		plicable section above or made no selection, any nonstandard provision or
		of a secured claim based on a valuation of the collateral or to avoid a security
		no" in Section 1.B or Section 1.C, the Debtor may seek to limit the amount of a
secure	d claim based on a valuation of the collateral fo	or the claim or avoid a security interest or lien through a motion or an adversary
procee	ding.	
II.	Means Test Result and Plan Duration:	
	Debtor is (check one):  X a below median income debtor with	a 36 month applicable commitment period
		n a 36 month applicable commitment period th a 60 month applicable commitment period
	an above median meome debtor wit	in a 60 month applicable communicate period
of allo	wed unsecured claims over a shorter period or	applicable commitment period unless the plan either provides for payment in full is modified post-confirmation. If the Debtor is below median income, then the 0 months after the first payment is due if necessary to complete the plan
•	, ,	
1II.	Plan Payments to the Trustee:	
		e Debtor shall commence making payments to the Trustee as follows:
	A. AMOUNT: \$3,065.00 (Direct Pay)	
	B. FREQUENCY (check one):	
	X Monthly	
	Twice per month	
	Every two weeks	
	Weekly	1
	C. TAX REFUNDS: The Debtor (chec	
	amount stated above.	ng the plan. Committed refunds shall be paid in addition to the plan payment
		ds to funding the plan. If no selection is made, tax refunds are committed.
		be deducted from the Debtor's wages unless otherwise agreed to by the Trustee
	or ordered by the Court.	22 22 22 22 22 22 22 22 22 22 22 22 22
	E. OTHER:	

# IV. <u>Distribution of Plan Payments by the Trustee</u>:

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Upon confirmation of the plan, the Trustee shall disburse funds received in the following order and creditors shall apply them accordingly, provided that disbursements for domestic support obligations and federal taxes shall be applied according to applicable non-bankruptcy law:

- A. ADMINISTRATIVE EXPENSES:
  - 1. Trustee. The percentage set pursuant to 28 USC §586(e).
  - 2. Other administrative expenses. As allowed pursuant to 11 USC §§ 507(a)(2) or 707(b).
  - 3. <u>The Debtor's Attorney's Fees</u>: Pre-confirmation attorney's fees and/or costs and expenses are estimated to be \$ **3,500.00** . \$ **500.00** was paid prior to filing.

Approved attorney compensation shall be paid as follows (check one):

- a. \_\_ Prior to all creditors
- b. \_\_ Monthly payments of \$\_
- c. \_\_ All remaining funds available after designated monthly payments to the following creditors: \_\_.
- d. X Other: Concurrent with Secured Creditors.

If no selection is made, approved compensation will be paid after the monthly payments specified in Sections IV.B and IV.C.

В.	CURRENT DOMES	TIC SUPPORT OBLIGATIONS:
	Creditor	Monthly amount

-NONE-

C. SECURED CLAIMS: Only creditors holding allowed secured claims specified below or provided in Section X will receive payment from the Trustee. Unless ranked otherwise, payments to secured creditors will be disbursed at the same level. Secured creditors shall retain their liens until the earlier of payment of the underlying debt, determined under nonbankruptcy law, or discharge under 11 U.S.C. § 1328. Secured creditors shall not assess any late charges, provided payments from the plan to the secured creditor are current, subject to the creditor's rights under state law if the case is dismissed.

The interest rates in the plan control except that (a) a lower interest rate included in a creditor's proof of claim shall control; and (b) the interest rate included in a creditor's proof of claim for a claim secured by a mortgage or deed of trust on real property shall control, unless otherwise provided in Section X or ordered following an objection to a proof of claim or in an adversary proceeding. If the interest rate is left blank, the interest rate shall be 12% except that the interest rate for arrearages on claims secured by a mortgage or deed of trust on real property shall be 0%.

For claims secured by personal property, the monthly payment amounts in the plan control.

For claims secured by real property, the monthly payment amounts in the creditor's proof of claim and notice of payment change control unless otherwise provided in Section X.

If overall plan payments are sufficient, the Trustee may increase or decrease post-petition installments for ongoing mortgage payments, homeowner's dues and/or real property tax holding accounts based on changes in interest rates, escrow amounts, dues and/or property taxes.

1. <u>Payments on Claims, or Non-Escrowed Postpetition Property Tax Holding Accounts, Secured Only by Security Interest in the Debtor's Principal Residence</u> (Interest included in payments at contract rate, if applicable):

Ongoing Payments:

Rank	<b>Monthly Payment</b>		Creditor	<u>Collateral</u>
\$		1,831.69	Ranlife, Inc.	18324 71st Avenue E Puyallup, WA 98375

Cure Payments:

Rank	Monthly Payment	Creditor	<u>Collateral</u>	Arrears to be <u>Cured</u>	Interest <u>Rate</u>		
	182.00	Ranlife, Inc.	18324 71st Avenue E Puyallup, WA 98375	\$10,896.00		0	%

2. <u>Payments on Claims, or Non-Escrowed Postpetition Property Tax Holding Accounts, Secured by</u> Real Property Other than the Debtor's Principal Residence:

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Ongoing Payments:

Rank \$	Monthly P	•	<u>Credit</u>	<u>or</u>	<u>Collateral</u>	_	Interest <u>Rate</u>	%
Cure Payn	nents:							
	Mon	•	G 11.	_		Arrears to be	Interest	
<b>Rank</b>	<u>Payn</u>	<u>nent</u>	<u>Creditor</u>	<u>(</u>	<u>Collateral</u>	<u>Cured</u>	<u>Rate</u>	
	\$		-NONE-			\$		%

## 3. Payments on Claims Secured by Personal Property:

#### a. 910 Collateral.

The Trustee shall pay the contract balance stated in the allowed proof of claim for a purchase-money security interest in any motor vehicle acquired for the personal use of the Debtor within 910 days preceding the filing date of the petition or in other personal property acquired within one year preceding the filing date of the petition as specified below. The Debtor stipulates that pre-confirmation adequate protection payments shall be paid by the Trustee in the amounts stated as the "Pre-Confirmation Adequate Protection Monthly Payment" or, if blank, in the amounts stated as the "Monthly Payment" as specified below after the creditor files a proof of claim.

Rank		Monthly	Creditor	Collateral	Adequa	nfirmation ate Protection	Interest <u>Rate</u>		
Kank		<b>Payment</b>	Cicuitor	Conatciai	Monu	ly Payment	Matt		
	\$_	466.00	Capital One Auto Finance	2017 Hyundai Ioniq	\$	466.00		5	%
	\$_	308.00	Capital One Auto Finance	2015 Hyundai Elantra	\$	308.00		5	%

## b. Non-910 Collateral.

The Trustee shall pay the value of collateral stated in the proof of claim, unless otherwise provided in Section X or ordered following a timely objection to a proof of claim or in an adversary proceeding, for a security interest in personal property which is non-910 collateral. The Debtor stipulates that pre-confirmation adequate protection payments shall be paid by the Trustee in the amounts stated as the "Pre-Confirmation Adequate Protection Monthly Payment" or, if blank, in the amounts stated as the "Monthly Payment" as specified below after the creditor files a proof of claim.

<u>Rank</u>	Monthly <u>Payment</u>	Creditor	Debtor's Value of <u>Collateral</u>	<u>Collateral</u>	Pre-Confirmation Adequate Protection <u>Monthly Payment</u>	Interest <u>Rate</u>

- D. PRIORITY CLAIMS: Payment in full, on a pro rata basis, of filed and allowed claims entitled to priority in the order stated in 11 U.S.C. § 507(a).
- E. NONPRIORITY UNSECURED CLAIMS: No funds shall be paid to nonpriority unsecured creditors until all secured, administrative and priority unsecured creditors are paid in full, provided that no claim shall be paid before it is due. The Trustee shall pay filed and allowed nonpriority unsecured claims as follows (check one):

1	100%	
Χ	At least \$_	0.00

The Trustee shall pay the following specially classified nonpriority unsecured claims prior to other nonpriority unsecured claims:

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Rank	Creditor -NONE-	Amount of Claim	Percentage to be Pa	nid Rea	ison for Spe	ecial Classification
	Direct Payments to be made be owing claims shall be paid direct eive no payments from the Trus	etly by the Debtor according tee. (Payment stated shall	ing to the terms of the oll not bind any party.)	contract or	support or w	rithholding order, and
Credito			onthly Support Obliga	ation_	<b>Monthl</b> \$	y Arrearage Payment
B. OTHER DIRECT PAYMENTS:						
Credito		Nature of Debt		Amount of	Claim	Monthly Payment \$
The Deb property	Secured Property Surrendered property described below we stor requests that upon confirmate pursuant to this section be granthe property including taking po	vill be surrendered to the tion, each creditor (include ted relief from the stays)	ding successors and ass	signs) to wh	nich the Deb	
Credito			Property to be	e Surrende	<u>red</u>	
and orde	Executory Contracts and Leastor will assume or reject executer, and any cure and/or continuing. Any executory contract or une	ory contracts or unexpireng payments will be paid	directly by the Debtor	under Secti	ion V, unless	s otherwise specified in

and order, and any cure and/or continuing payments will be paid directly by the Debtor under Section V, unless otherwise specified in the plan. Any executory contract or unexpired lease not assumed pursuant to 11 U.S.C. § 365(d) is rejected. If rejected, upon confirmation the creditor is granted relief from the stays of 11 U.S.C. §§ 362(a) and 1301(a) with respect to the property which is the subject of the rejected contract or lease, and any allowed unsecured claim for damages shall be paid under Section IV.E.

Contract/Lease -NONE-

**Assumed or Rejected** 

## VIII. Property of the Estate:

Property of the estate is defined in 11 U.S.C. § 1306(a). Unless otherwise ordered by the Court, property of the estate in possession of the Debtor on the petition date shall vest in the Debtor upon confirmation. However, the Debtor shall not lease, sell, encumber, transfer or otherwise dispose of any interest in real property or personal property without the Court's prior approval, except that the Debtor may dispose of unencumbered personal property with a value of \$10,000 or less without the Court's approval. Property (including, but not limited to, bonuses, inheritances, tax refunds or any claim) acquired by the Debtor post-petition shall vest in the Trustee and be property of the estate. The Debtor shall promptly notify the Trustee if the Debtor becomes entitled to receive a distribution of money or other property (including, but not limited to, bonuses, inheritances, tax refunds or any claim) with a value in excess of \$2,500, unless Section X specifically provides for the Debtor to retain the money or property.

## IX. Liquidation Analysis Pursuant to 11 USC § 1325(a)(4)

The liquidation value of the estate is \$\_0.00 \]. To obtain a discharge, the Debtor must pay the liquidation value or the total of allowed priority and nonpriority unsecured claims, whichever is less. Under 11 U.S.C. §§ 1325(a)(4) and 726(a)(5), interest on allowed unsecured claims under Section IV.D and IV.E shall be paid at the rate of \_\_\_ % per annum from the petition date (no interest shall be paid if left blank).

#### X. Nonstandard Provisions:

All nonstandard provisions of this plan are set forth in this section and separately numbered. Any nonstandard provision placed elsewhere in this plan is void. Any modifications or omissions to the form plan not set forth in this section are void.

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By filing this plan, the attorney for the Debtor(s) or the Debtor(s) if not represented by an attorney certify that the wording and order of the provisions in this plan are identical to those contained in Local Bankruptcy Form 13-4, other than any nonstandard provisions included in Section X.

# (Signature Page)

/s/ Rochelle Shuffield	/s/ Layne C Fuell	August 13, 2018
Rochelle Shuffield 41591	Layne C Fuell	Date
Attorney for Debtor(s)	DEBTOR	
August 13, 2018		
Date	DEBTOR	Date